

LEASE AGREEMENT

THIS LEASE AGREEMENT made as of the 1st day of May, 2015, between CWS Marketing Group/Horizon Building Consulting Services as agent for the Internal Revenue Service hereinafter called Lessor, and Secure America Inc, hereinafter called Lessee.

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee, and Lessee leases from Lessor,
2230 Park Avenue, Suite 202

Cincinnati, Ohio, 45206

2. TERM: This shall begin on May 1, 2015 and end on April 30, 2018; provided, however, that the Lessee may terminate this Lease on 9 months prior written notice to Lessor and Lessor shall have the termination right contained in Section 17 hereof.

3. RENT: Lessees agrees to pay, without demand, to Lessor as rent for the premises **\$2,200.00 (Two Thousand Two Hundred Dollars)** payable monthly. **If the rent is paid after the 5th of the month, a late fee of FIFTY DOLLARS** will be due and payable at the time the rent is paid. All monies received will first be credited towards the late fees and then to the rent. Rent shall be paid to the address shown in paragraph 20 below, or at such place as Lessor may designate in writing.

4. SECURITY DEPOSIT: Lessees shall pay the sum of **\$0 (Zero Dollars)** to Lessor as security for the faithful performance by Lessees of the terms of this lease.

5. QUIET ENJOYMENT: Lessor covenants that on paying the rent and performing the covenants herein contained, Lessees shall peacefully and quietly have, hold and enjoy the premises for the agreed term.

6. USE OF PREMISES: The premises shall be used and occupied by Lessee with no changes to the current business activity without written notice and consent from the Landlord, which consent will not be unreasonably withheld or delayed.

7. CONDITION OF PREMISES: Lessee is currently conducting business operations on the property and have examined the property and grounds prior to this lease being signed. Lessee is accepting the current condition and no repairs to the Premises are to be completed prior to lease signing.

8. INSURANCE: Lessor shall maintain hazard insurance. Lessees shall be responsible for insuring Lessees' own property. Risk of loss to all personal property brought by Lessee to the premises shall be the sole responsibility of the Lessee.

9. ASSIGNMENT OR SUBLETTING. Without the prior written consent of Lessor, which will not be unreasonably withheld or delayed, Lessee shall not assign this lease, or sublet or grant any license to use the premises or any part thereof.

10. DAMAGE TO THE PREMISES: If the premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's grossly negligent or willful act, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises are untenable, provided that in the event of damage by fire or other casualty to such extent that the cost of restoration will likely exceed ten (10%) of the replacement value of the premises, Lessor shall have the option of rebuilding or repairing, in which event the term of this lease shall end and the rent shall be prorated up to the date of damage.

11. UTILITIES: **Lessee shall be responsible for arranging and paying all electrical, gas, water, and lawn maintenance utilized by Lessee at Lessee's own expense but not in excess of the rent due hereunder. LESSEE WILL PROVIDE COPIES OF RECEIPTS FOR THE PRIOR MONTH'S UTILITY CHARGES/SERVICES AND DEDUCT THE AMOUNT FROM THE RENT DUE. UTILITY CHARGES FOR APRIL 2015 WILL BE DEDUCTED FROM THE MAY 2015 RENT PAYMENT.**

12. MAINTENANCE AND REPAIR: Subject to the second sentence of this Section 12, Lessee will, at Lessee's sole expense, where applicable, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on the premises in good order and repair, and make required repairs to the plumbing and appliances in the house up to \$50.00. Other maintenance and repair of the premises (for example, repairs to the air conditioning) shall be the responsibility of the Lessor unless due to the misuse, waste or gross neglect on the part of the Lessee, or Lessee's family, agents or visitors.

13. DAMAGE TO PERSONAL PROPERTY: Any personal property kept or stored on the premises by Lessee shall be at the risk of Lessee only, and Lessor shall not be liable for any damages to such personal property including the bursting or leaking of the water pipes or from any acts of neglect of Lessee or other occupants of the building in which the leased premises are located.

14. SUBORDINATION OF LEASE: This lease and Lessee's interest hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the premises by Lessor, and any and all renewals or extensions of such liens and encumbrances.

15. HOLDOVER BY LESSEE: If Lessee remains in possession of the premises with the written consent of Lessor after the natural expiration of this lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days written notice served by either party.

16. SHOWING PREMISES: Lessee hereby grants permission to Lessor or to Lessor's agent to show the premises to prospective tenants/buyers at reasonable hours. At a time to be determined the building will be sold via public auction, which will occur on the building premises'. Lessees shall be given six(6) weeks notice by Lessor or Lessor's agent regarding two(2) open houses and sale of the property..

17. SURRENDER OF PREMISES: At the expiration of the lease term, Lessee shall surrender the premises in a good state and condition as they were at the commencement of this lease, reasonable wear and tear and damage by fire or other casualty excepted. Lessor may require the occupants to vacate the property when the interest of the United States and Lessor so requires. Lessor and the Internal Revenue Service agrees to provide Occupant with nine (9) months advance notice to vacate the property.

18. DEFAULT: **If Lessee fails to comply with any of the material provisions of this lease, other than covenant to pay rent, or materially fails to comply with any duties imposed on Lessee by statute, within ten (10) days after delivery of written notice by Lessor or Lessor's agent, specifying the noncompliance and indicating the intention of Lessor to terminate the lease by reason thereof, Lessor may terminate the lease.**

If Lessee fails to pay rent when due and the default continues for three (3) business days after delivery of written demand by Lessor for payment of rent, Lessor may terminate this lease.

19. GOVERNING LAW: This lease shall be governed in all respects by the laws of the State of Ohio.

20. NOTICES: All notices required or permitted under this lease shall be deemed delivered if mailed or delivered to the respective parties at the following address:

LESSOR: CWS Marketing Group /HBCS.INC : 131 Olive St., Findlay, OH 45840

LESSEE: Secure America Inc: 2230 Park Avenue, Cincinnati, OH 45206

21. ATTORNEY FEES: If a party to this lease shall prevail in any legal action brought to enforce it or for its breach, the parties agree that the prevailing party may recover as part of the judgment, reasonable attorney's fee.

22. ABANDONMENT. If at any time during the term of this lease, Lessee permanently abandons the premises, Lessor may obtain possession of the premises in the manner provided by law, and without becoming liable to Lessee for the damages or for payment of any kind whatsoever. Lessor may relet the premises as agent for Lessor for the whole or any part of the unexpired terms, and may hold the Lessee liable for any difference between the rent that would have been payable under the lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Upon re-entry by Lessor following abandonment of the premises by Lessee, Lessor may consider any personal property of Lessee left on the premises to also have been abandoned, in which case Lessor or Lessor's agent may dispose of any and all such property as they shall be deem proper without liability to Lessor.

23. ALTERATIONS AND IMPROVEMENTS: No alterations, modifications, additions, improvements or decorations, including painting and wallpapering, shall be made to the leased premises without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any alterations, additions or improvements made by Lessee after receiving such consent, and any fixtures installed as part thereof, shall become and remain the property of the Lessor upon the expiration or termination of this agreement, provided that Lessor may, at its option, require Lessee to remove such fixtures at Lessee's cost upon termination of this agreement.

24. **BINDING EFFECT:** This agreement shall apply to and bind the heirs, legal representatives and assigns of the parties hereto.

25. **MISCELLANEOUS PROVISIONS:** The following provisions shall constitute material conditions of this agreement:

a). Lessor or Lessor's agent shall have the right to inspect the premises at any time upon twenty-four (24) hour notice to Lessee.

b). Lessee acknowledges all personal property/business fixtures not located within Suite 202 or previously disclosed to the Internal Revenue Service as being owned by Secure America Inc, will not be removed from the premises and are considered to be property owned by the United States of America/Internal Revenue Service.

c). In consideration of the mutual promises set forth herein, Lessor, releases, acquits and forever discharges Lessee, its affiliates, principals, agents, representatives, attorneys, members, partners, employees, shareholders, directors, officers, successor and assigns, both individually and collectively, as the case may be, from any and all claims, actions, causes of action, suits, promises, agreements, obligations, debts, demands, liabilities, damages, costs, expenses, controversies, and attorneys' fees whatsoever, whether based in law, equity or otherwise, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, known or unknown, which Lessor had, now has or could have, arising, accruing or originating at any time whatsoever, up to the date of this Lease, including, but not limited to any and all claims relating to Lessee's occupancy of the Premises and all prior leases related thereto.

26. Pursuant to Ohio Statutes 83.67(3) the undersigned Landlord and Tenants agree that in the event the tenants leave any personal property behind on the premises after tenants surrenders or abandons the rental unit, the Landlord is not liable or responsible for storage or disposition of the personal property.

PLEASE MAKE CHECKS PAYABLE TO CWS Marketing Group

EXECUTED by LESSOR and LESSEE the day and year first above written.

LESSOR





LESSEE



